

**MEMORANDUM OF UNDERSTANDING BETWEEN
EL MONTE UNION HIGH SCHOOL DISTRICT AND
EL MONTE UNION EDUCATORS ASSOCIATION
2020-2021 REOPENING OF SCHOOLS IN A COVID-19 ENVIRONMENT**

-FINAL-8.9.2020

The El Monte Union High School District (District) and the El Monte Union Educators Association (EMUEA) enter this Memorandum of Understanding (MOU) regarding the reopening of schools for the 2020-2021 school year.

This MOU is an addendum to the current collective bargaining agreement and addresses the matter of the instructional schedule for the District during the 2020-2021 school year, bargaining unit member expectations, hygiene and health screening expectations, as well as expectations of the District. Two instructional models are proposed for the school year. The distance learning model is discussed in this MOU. The hybrid instructional schedule will be discussed in a subsequent MOU. Switching between the instructional schedules for the 2020-2021 school year shall be determined in accordance with the guidelines from the State of California and/or the County of Los Angeles, Department of Public Health. The parties acknowledge that more issues, known and unknown at this time, remain to be addressed regarding the safety of students and staff as schools reopen. The District will continue to consider the guidance of the California Department of Education, the Los Angeles County Department of Public Health, and other governmental entities related to pandemic health and safety matters.

Shared Interests:

- a. Protect the safety of all students and staff.
- b. Ensure the District is providing equitable access to educational resources, technology, academic support and intervention, and services for all students and families.
- c. Ensure flexibility in the instructional schedule to allow for adjustments in the delivery of instruction to students based on mandates or recommendations from governmental entities.
- d. Provide as much consistency as possible in the instructional schedules, regardless of the degree to which education and learning occur remotely or in person.
- e. Provide the highest quality instruction with the District and Association being dedicated to the vision that all EMUHSD students will graduate ready for college and careers.
- f. Establish and communicate the expectations of teachers, students, parents, the District, and the community.
- g. Provide clarity and direction about what teaching and learning look like if/when students are not designated to be in physical attendance on a school day.
- h. It is the intent of the District and the Association to return to a pre-COVID-19 traditional instructional schedule as soon as it is permissible, and safe to do so. The timing of this transition will be made to minimize disruption to student schedules.

The District and Association agree to the following:

I Health and Safety

- a. The District shall ensure that all sinks, including those located in staff break rooms, bathrooms, cafeterias, kitchens, classrooms, and janitorial closets, are functioning with running water and kept stocked with soap and paper towels. If there are no sinks in a classroom/workspace, hand sanitizer will be provided there, if available.

- b. The District shall ensure that each classroom that is being used is cleaned and sanitized daily during the COVID-19 pandemic. Unit members will notify administration if there are concerns with the disinfection process.

II Salary and Benefits

- a. Unit members will continue to be compensated according to CBA with no reduction on salary schedule, and benefits will not be reduced. The district may choose not to offer some positions with a stipend or free period, other than those provided by section IV.b.iv., and none of the associated duties will be performed or expected.
- b. The District shall abide by the Federal “Families First Coronavirus Response Act,” also known as H.R. 6201. (See attached.)
- c. For those unit members returning to work who have experienced symptoms of COVID-19, Centers for Disease Control and Prevention (CDC) guidelines and local health guidelines will be followed.
- d. If the District is notified that any District student/family or District employee tested positive for COVID-19, they shall inform, in accordance with the Family Educational Rights and Privacy Act (FERPA), CDC and Los Angeles County Department of Public Health (LADPH) guidelines, the Association president as well as any unit members who likely came in contact with that student/family or staff member, without naming the infected person and health status, so they may take necessary precautions as recommended by the CDC and LADPH.

III Evaluation

- a. Unit member evaluations for the 2020-2021 school year will be postponed until the 2021-2022 school year with the exception of unit members that are probationary 1 or 2. Formal observations of probationary teachers will be postponed until the beginning of the second quarter. All other timelines in the evaluation article will remain unchanged.
- b. Management reserves the right to perform walkthroughs of all classrooms following the instructional schedule and provide feedback to unit members during the 2020-2021 school year.

IV **Instructional Schedule and Expectations** - This section outlines the logistics and expectations for the instructional schedule for the 2020-2021 school year. We will use the Distance Learning Model for student instruction through at least the first quarter which ends on October 16, 2020. The use of the Distance Learning Model may be extended by the EMUHSD Board of Trustees based on State and DPH guidelines.

- a. Instruction will begin on Tuesday, August 18 with virtual online check-in's that may include: an introduction between teachers and students, an explanation of the course and learning model/schedule, and an opportunity for questions. Students will begin to receive content-based instruction on Monday, August 24.
- b. Distance Learning Instruction (SB 98 defines “distance learning” as “instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency.”):
 - i. Starting August 3 and continuing for as long we are using the Distance Learning Model, bargaining unit members may elect to work remotely or to work from their assigned classroom/office workspace during regular school hours, to the extent that is consistent with meeting/supporting student instructional goals. If a member works onsite, the District shall provide an isolated environment with the necessary tools to support student instructional goals. Unit members working from home shall be expected to comply with all expectations provided herein.

- ii. The District reserves the right to require that bargaining unit members work from their assigned classroom/office workspace during regular school hours if a bargaining unit member is not meeting/supporting student instructional goals as determined by the District including SB 98 instruction requirements. The District shall require a formal meeting with the unit member and representative outlining the specific issue(s) in an effort to resolve concerns before it requires the bargaining unit member to work from their assigned classroom/office workspace.
- iii. Bargaining unit members shall have access to their District assigned work site during regular school hours. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations. While on district premises, bargaining unit members shall maintain physical distancing of at least six feet between themselves and other individuals and be required to wear a face covering that covers the nose and mouth. Staff who cannot wear a face covering because of a documented health issue shall be required to wear a face shield and neck drape (tucked into the shirt). Bargaining unit members who are alone in their classroom or office may remove their face covering.
- iv. The average class size for each teacher will not exceed thirty-one (31) students in any quarter. There will be a maximum of thirty-three (33) students per class. The exceptions will be the following classes: physical education, music, band, dance, chorus, drama, Teacher Preparation Academy classes, and AVID classes. Stipends associated with these classes will be provided.
- v. Schools will have ten (10) instructional days to balance their classes and conform to the above class-size standards. At any time during the school year when new students enroll, every effort will be made to provide an equitable distribution of students.
- vi. It is expected that all bargaining unit members (distance learning teachers), if contacted during regular work hours, will respond by the end of the next instructional day to site/District communication.
- vii. A time period is scheduled for school staff, department, collaboration, professional development, or leadership meetings daily during the period of distance learning from 7:45 a.m.-9:00 a.m. During the Distance Learning time period, there will be one (1) staff meeting per month and one (1) department meeting per month, with the remainder to be used for collaboration, professional development, and leadership meetings. When appropriate, in-person meetings shall be held as required by law. If social distancing and state and local recommendations do not allow for in-person meetings, virtual meetings shall take place in lieu of in-person meetings. Virtual meetings shall follow the same schedule and time as any contractual meeting.
- viii. The learning management system used will be Google Classroom.
- ix. Daily live instruction, as stated in SB 98, is defined as interaction between a certificated staff member and student for the purpose of instruction, progress monitoring and maintaining school connectedness. At least fifty percent of each class period will incorporate live instruction.
- x. The Superintendent has the authority to call a mandatory meeting with staff at any time during the contract day with at least one-hour prior notice.
- xi. Bargaining unit members (distance learning teachers) shall report known, inappropriate online student behavior occurring during instructional interactions to their site administrator. Bargaining unit members (distance learning teachers) acting within the scope of their duties and in accordance with all policies and expectations concerning appropriate adult/student interactions shall be held harmless for any such behavior from a student.

- xii. Progress report grades will be submitted at the end of week five (5) of each quarter. Final grades will be submitted quarterly.
- xiii. Teachers will use and update SchoolLoop to report student progress and grades weekly.
- xiv. Bargaining unit members (distance learning teachers) will conduct classes following the prescribed schedule M-F (periods 1-3) through virtual means. Each day, bargaining unit members (distance learning teachers) will teach three periods and have a conference period. The final sixty (60) minutes of the contractual day will be designated as a conference period. A daily lunch period is scheduled from 11:50 a.m.-12:30 p.m.
- xv. Site leadership teams will make an effort to create schedules which do not add new preps to a teacher's schedule or give a teacher more than two preps per quarter.

V Distance Learning Instructional Schedule (Monday – Friday Schedule)

Note: 80 Minute Classes (240 Minutes of Daily instruction is required by SB 98.)

3 Classes For Fall 1 Term - 9 Weeks 3 Classes For Fall 2 Term - 8 Weeks					Instructional Minutes	
Monday	Tuesday	Wednesday	Thursday	Friday	Fall 1: 9 Weeks (43 Days of Online Instruction) Fall 2: 8 Weeks (38 Days of Online Instruction)	
					Start Time	Instructional Minutes
Collaboration & Professional Development					7:50 - 9:00	70 Minutes
Period 1	Period 1	Period 1	Period 1	Period 1	9:00 - 10:20	80 Minutes
Period 2	Period 2	Period 2	Period 2	Period 2	10:30 - 11:50	80 Minutes
Lunch					11:50 - 12:30	40 Minutes
Period 3	Period 3	Period 3	Period 3	Period 3	12:30 - 1:50	80 Minutes
Conference	Conference	Conference	Conference	Conference	1:50 - 2:50	60 Minutes
IMPORTANT: Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. (Ed. Code, § 43503(b).)						

Traditional (All-Students Return) Schedule:

- a. The traditional (in-person) instructional schedule shall be conducted in accordance with the State of California and/or the County of Los Angeles recommendations, orders, and/or regulations.
- b. The District and Association recognize that students may need flexibility to change from traditional to distance learning and/or hybrid instruction and vice versa.

II. Special Education

- a. The parties agree to meet at the request of either party to address implementing guidance from the California Department of Education and/or the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs.
- b. Special education teachers will work collaboratively with core content teachers and related service providers in person or via a virtual platform to accommodate and/or adapt lessons to meet the needs of each student's Individualized Educational Program (IEP) in a traditional, hybrid, or distance learning environment, and ensure that lessons and activities are appropriate as documented in the student's IEP or 504 plan. Individual accommodations will be provided.
- c. Special Education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of in-person and distance learning resources as appropriate so that students with disabilities have access to the same learning opportunities as their non-disabled peers.
- d. Related Service Providers (Adaptive PE, etc.) will prepare distance learning activities that can be completed at home as appropriate or necessary.
- e. Digital options to meet and collaborate on a student's IEP can be implemented in the COVID-19 environment.
- f. Speech and Language Pathologists may provide individual and/or group lessons virtually or in-person. These appointments or conversations may be conducted face-to-face, via email, or when appropriate, via virtual tools.

III. Non-classroom based bargaining unit members

- a. Non-classroom-based bargaining unit members include, but are not limited to, nurses, counselors, school psychologists, and language, speech, and hearing specialists, EL TOSA and Instructional Coach.
- b. Non-classroom-based bargaining unit members are expected to assist with the ingress and egress of students at the beginning and ending of each school day, including, but not limited to, health questionnaires, temperature checks, and triage logistics.

IV. Bargaining Unit Members Professional Expectations

- a. Bargaining unit members (~~distance learning, and hybrid, and traditional teachers~~) will take daily attendance for the students designated to be present on the days outlined in the respective instructional models.
- b. The parameters of a virtual Back-to-School Night and a virtual Open House will be negotiated.

V. Face Coverings

- a. Bargaining unit members, staff, students, volunteers, and campus visitors shall wear face coverings while on District property as determined by public health guidelines.
- b. Face coverings may be a cloth or disposable covering which covers the nose and mouth.
- c. Bargaining unit members who are alone in their classroom or office may remove their face covering.

- d. Personal Protective Equipment (PPE), such as gloves, masks, and shields, which comply with State and County Department of Public Health guidance and/or recommendations, will be provided to employees as necessary. Upon request, teachers may be supplied additional protections.

VI. Hygiene and Health Promotion

- a. Adequate time will be provided for all bargaining unit members to wash and/or sanitize hands upon entering the workplace and periodically wash and/or sanitize hands throughout their workday.
- b. All bargaining unit members shall self-screen themselves for COVID-19 symptoms and report any positive findings to the Principal immediately.
- c. The District shall provide cleaning solutions for desks, and where feasible materials and objects which are touched frequently by multiple individuals. Teachers and/or students shall have the option to disinfect designated surfaces at the end of periods 1 & 2 with District provided cleaning solutions and supplies. District shall provide training on the disinfecting of classrooms. This provision in no way removes the District obligation to sanitize classrooms daily.
- d. The District shall provide hand sanitizer, hand washing stations, and soap for restrooms and in designated locations throughout the campus to allow for appropriate personal hygiene for students and staff members. When available, hand sanitizer will provided in each occupied classroom.
- e. Upon entering campus from a single common entrance, as determined by the District, all staff, students, and visitors shall go through a temperature screening with a no-touch thermal scan thermometer.
- ~~f. Unit members who are self-isolated or quarantined due to exposure to COVID-19 will teach remotely unless symptoms are present. —take place remotely. —or turned away from campus due to temperature screening will teach remotely.~~

VII. Classroom Sanitization

- a. Every classroom shall have District-approved cleaning solutions (soap and water or disinfectant wipes) available for use on hard surfaces, high touch locations/objects, and/or items for which it would be safe and appropriate to disinfect.

VIII. Childcare

- a. The District, will work with bargaining unit members if they qualify for the <https://www.dol.gov/agencies/whd/pandemic/ffera-employer-paid-leave>
- b. The District will not provide childcare for bargaining unit members unless childcare for essential workers is provided.

IX. Miscellaneous Provisions

- a. If student attendance is allowed to return to pre-COVID-19 conditions in the 2020-2021 school year (i.e., all students physically attend school five days per week), the instructional schedules for secondary schools shall automatically revert to the schedules that were in effect at the commencement of the 2019- 2020 school year, and the transition will be negotiated.
- b. At the start of the 2020-2021 school year, parties agree to negotiate the four following concerns: mandated later start to the school day; all evaluation/observation forms; Catastrophic Sick Leave; and a hybrid learning model.

All components of the current Collective Bargaining Agreements between the District and the Association not addressed by the terms of this agreement shall remain in full effect. This agreement is not precedent setting.

ARTICLE 35

Term of Agreement

Except where otherwise specifically provided this Agreement is effective July 1, 2020 and shall remain in full force and effect up to ~~and including June 30, 2021~~. June 4, 2021.

Except as noted within this document, this MOU concludes bargaining of the CBA for the 2020-2021 school year.

This MOU shall expire on June 4~~30~~, 2021 but may be extended by mutual written agreement